

## EXHIBIT 4

## **Seller/Service Contract**

This Seller/Service Contract (as may be amended, supplemented or otherwise modified from time to time, this "Contract") is made this 15th day of September, 1999, by and between Residential Funding Corporation ("RFC"), its successors and assigns ("RFC"), and HomeComings Financial Network, Inc. ("HFN"), (The "Service", and, together with RFC, the "parties and each, individually, a "party").

WHEREAS, the Service desires to service Loans for RFC and RFC desires to have the Service service Loans for RFC pursuant to the terms of this Contract and the Guides (as that term is defined below).

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

### **1. Incorporation of Guides by Reference.**

RFC has approved the Service to service Loans for, RFC under the Guide(s) checked below. Each Guide that is checked below (as each may be amended, supplemented or otherwise modified from time to time, together, the "Guides"), is hereby incorporated into this Contract by reference and for all purposes made a part hereof.

The Service has been approved by RFC to sell Loans to and/or service Loans for RFC, as indicated below, under the following Guide(s):

#### **STATUS**

☐ Seller Only

☐ Service Only

☒ Seller and Service

#### **APPLICABLE GUIDES**

☒ Seller Guide

☒ Service Guide

If a box next to a Guide shown above has not been checked, the Service has not been approved by RFC to sell Loans to, or, as appropriate, service Loans for, RFC, under that Guide(s) at this time; but, RFC may in the exercise of its sole discretion approve the Service to sell Loans to, or, as appropriate, service Loans for, RFC under that Guide(s) at some time in the future and the Service will be authorized to do so upon the execution and delivery by both RFC and the Service of an addendum to this Contract in a form provided to the Service by RFC containing that approval and incorporating that Guide(s) into this Contract by reference.

The Service acknowledges that it has received and read the Guides. All provisions of the Guides are incorporated by reference into and made a part of this Contract, and shall be binding upon the parties; *provided, however*, that the Service shall be entitled to service Loans for RFC only if and for so long as it shall have been authorized to do so by RFC in writing. Specific references in this Contract to particular provisions of the Guides and not to other provisions does not mean that those provisions of the Guides not specifically cited in this Contract are not applicable. All terms used herein shall have the same meanings as such terms have in the Guides, unless the context clearly requires otherwise.

### **2. Amendments**

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by their terms, the Guides may be amended, modified or supplemented by RFC from time to time. Any such amendment(s) to the Guides shall be binding upon the parties hereto.

### **3. Representations and Warranties.**

#### ***a. Reciprocal Representations and Warranties.***

The Service and RFC each represents and warrants to the other that as of the date of this Contract:

- (1). Each party is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business and in good standing in each jurisdiction in which it is required to be so qualified,

and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Guides and under such other agreements.

- (2). This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3). There is no action proceeding or investigation pending or threatened, and no basis therefor is known to either party, that could affect the validity or prospective validity of this Contract.
- (4). Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and none of the foregoing adversely affects its capacity to fulfill any of its obligations under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

*(b) Servicer's Representations, Warranties and Covenants.*

In addition to the representations, warranties and covenants made by the Servicer pursuant to subparagraph (a) of this paragraph 3, the Servicer makes the representations, warranties and covenants set forth in the Guides and agrees to deliver to RFC the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

**4. Remedies of RFC.**

If an event of Seller/Service default shall occur, RFC may, at its options, exercise one or more of the remedies set forth in the Guides.

**5. Servicer's Status as Independent Contractor.**

At no time shall the Servicer represent that it is acting as an agent of RFC. The Servicer shall, at all times, act as an independent contractor.

**6. Prior Agreements Superseded.**

This contract re-states, amends and supersedes any and all prior Seller and/or Service Contracts between the parties except that any subservicing agreement executed by the Servicer in connection with any loan-security exchange transaction shall not be affected.

**7. Assignment.**

This Contract may not be assigned or transferred, in whole or in part, by the Servicer without the prior written consent of RFC. RFC may sell, assign, convey, hypothecate, pledge or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Guides with respect to any Commitment or Loan.

**8. Notices.**

All notices, requests, demands or other communications that are to be given under this Contract shall in writing, addressed to the appropriate parties and sent by telefacsimile, by overnight courier or by first class United States mail, postage prepaid, to the addresses and telefacsimile numbers specified below. However, another name, address and/or telefacsimile number may be substituted by the Servicer pursuant to the requirements of this paragraph 8, or by RFC pursuant to an amendment to the Guides.

If to RFC, notices must be sent to:

RESIDENTIAL FUNDING CORPORATION  
Master Servicing  
10 Universal City Plaza, Suite 2100  
Universal City, CA. 91608  
Attention: Director Service Management  
Telephone/Fax 818 753-4457 / 818 753 4410

If to the Servicer, notices must be sent to:

HomeComings Financial Network, Inc.  
2711 N. Haskell Ave. Suite 1000 900  
Dallas, Texas 75204  
Attention: Managing Director - Servicing Operations  
Telephone/Fax 214 874 2323 / 214 874 2457

#### 9. Jurisdiction and Venue.

Each of the parties irrevocably submits to the jurisdiction of any state or federal court located in Hennepin County, Minnesota, over any action, suit or proceeding to enforce or defend any right under this Contract or otherwise arising from any loan sale or servicing relationship existing in connection with this Contract, and each of the parties irrevocably agrees that all claims in respect of any such action or proceeding may be heard or determined in such state or federal court. Each of the parties irrevocably waives the defense of an inconvenient forum to the maintenance of any such action or proceeding and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or proceeding in any such forum. Each of the parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Each of the parties further agrees not to institute any legal actions or proceedings against the other party or any director, officer, employee, attorney, agent or property of the other party, arising out of or relating to this Contract in any court other than as hereinabove specified in this paragraph 9.

#### 10. Miscellaneous.

This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All paragraph headings contained herein are for convenience only and shall not be construed as part of this Contract. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, to this end, the provisions hereof are severable. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of Minnesota.

This Contract shall be no force and effect unless and until it has been executed by both parties.

IN WITNESS WHEREOF, the duly authorized officers of the Servicer and RFC have executed this Contract as of the date first above written.

[Corporate Seal]

(if none, 50 state)

SERVICER

HomeComings Financial Network, Inc.

(Name of Servicer)

ATTEST:

By: Robert Meachum

(Signature)

Name: Robert Meachum

(Typed or Printed)

Title: S.R. VICE PRESIDENT

By: Chris T. Gilson

(Signature)

Name: Chris T. Gilson

(Typed or Printed)

Title: PRESIDENT

ATTEST:

By: \_\_\_\_\_

(Signature)

Name: Robert L. Horn

(Typed or Printed)

Title: Director, Servicer Management

RFC

By: \_\_\_\_\_

(Signature)

Name: Carolyn Philmon

(Typed or Printed)

Title: Managing Director

**EXHIBIT A**  
**To The Seller/Service Contract Dated**  
**September 15, 1999**  
  
**Service Guide Amendments**  
**HomeComings Financial Network, Inc.**

This RFC Service Guide Addendum sets forth certain modifications and additions to the RFC Service Guide (as amended from time to time), primarily with respect to the servicing of mortgage loans on behalf of Residential Funding by Service. This addendum, is intended to be read in conjunction with the RFC Service Guide. Except as modified by this addendum, the RFC Service Guide shall continue in full force and effect in accordance with its terms.

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**DEFINITIONS**

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All capitalized terms not otherwise defined herein have the respective meanings set forth in the RFC Service Guide.

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**MODIFICATIONS TO THE RFC SERVICE GUIDE**

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**I. Section 431 — Partial Release, Easements, and Eminent Domain**

The first sentence of Section 431(a) of the RFC Service Guide shall be deemed deleted and replaced with the following sentence:

**Residential Funding's Service Management in Los Angeles must be notified in written/electronic format by the Service within two (2) Business Days after the Service's approval of any applications for partial release of the lien on the Mortgaged Premises, easements, consent to substantial alterations, removal, demolition, taking or dividing the Mortgaged Premises, and other matters relating to changes affecting the Loan or the Mortgaged Premises; provided, none of the above may cause the value of the collateral for the Loan to be adversely affected or result in a substantial replacement of the collateral for the Loan, without Residential Funding's prior approval.**

**II. Section 440 — Insurance**

The fourth sentence in the second paragraph of Section 440(d) of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentence:

**If the Borrower refuses to reimburse the Servicer, the Servicer may cause acceleration for the Borrower's default under the terms of the Security Instrument.**

In addition, the third paragraph of Section 440(d) of the RFC Servicer Guide shall be deemed deleted.

**III. Section 454 — Adverse Matters: Abandonment**

The fourth sentence of Section 454 of the RFC Servicer Guide shall be deemed deleted.

**IV. Section 455 — Property Seizures**

The last sentence in the second paragraph of Section 455(f)(3) of the RFC Servicer Guide shall be deemed deleted.

**V. Section 456 — Notice of Liens, Vacancy, Waste, Etc.**

The last sentence in the first paragraph of Section 456 of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentence:

**The Servicer must exercise diligence to prevent any losses and must immediately take the appropriate action on notification or discovery of any of the following conditions:**

**VI. Section 463 — Special Forbearance Relief Agreement**

The second sentence of Section 463(7) of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentence:

**If an inspection, required before the execution of the forbearance agreement, reveals that the Mortgaged Premises have been abandoned or are in poor physical condition, the Servicer may enter into a forbearance agreement without Residential Funding's prior approval, provided that the Servicer secures the Mortgaged Premises and takes all necessary action to protect the value of, and to prevent any deterioration of, the Mortgaged Premises; and provided further that no forbearance should impair coverage by any Mortgage Insurer, materially adversely affect the lien of the mortgage, result in principal and interest advances that would be nonrecoverable or be materially adverse to the interests of investors in the Loan.**

**VII. Section 465 — Loss Mitigation Workouts**

The second paragraph of Section 465 of the RFC Servicer Guide shall be deemed deleted and replaced with the following paragraph:

**All loan workout options, which involve loan modifications which are in a Pool that has not been identified as being eligible for a loan modification, shall be subject to Residential Funding approval.**

In addition, the third paragraph of Section 465 of the RFC Servicer Guide shall be deemed deleted and replaced with the following paragraph:

**If a foreclosure action is in progress, the proceedings must continue concurrently with the analysis of workout options. The Servicer may postpone the foreclosure sale if necessary to avoid delay in finalizing a workout.**

In addition, the second paragraph of Section 465(a) of the RFC Servicer Guide shall be deemed deleted and replaced with the following paragraph:

**"Servicer must obtain prior approval from Mortgage Insurer or Pool Insurer when applicable."**

In addition, the second sentence in the first paragraph of Section 465(b) of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentence:

**To expedite the transaction, HFN need not contact Residential Funding's Investor Services in Los Angeles for approval if such expenses exceed the allowable guidelines as defined in Exhibit 2471. HFN will be required to support, with written documentation, any expenses that exceed RFC guidelines and understand that they will be held to the same expectations that are in effect for all other Servicers that service loans for the benefit of RFC and or its investors.**

In addition, the heading of Section 465(c)(2) of the RFC Servicer Guide shall be deemed deleted and replaced with the following heading: "Procedures." In addition, the first sentence in the first paragraph of Section 465(c)(2) shall be deemed deleted. In addition, the first paragraph of Section 465(d) shall be deemed deleted and replaced with the following paragraph:

**Details of the Servicers comparative loss analysis must be reported to Residential Funding Servicer Management in Los Angeles, in written/electronic format within one (1) Business Day after the close of escrow. In the case of a loan modification, copies of the business plan with a copy of the executed (not recorded) Modification Agreement along with any detail notification that will be needed by the accounting area in changing the RFC system (capitalization breakdown, etc.) will be forwarded within 24 hours of the original (Modification Agreement) being sent for deed recordation, but in all cases prior to the effective date of the modified terms.**



**VIII. Section 466 — Deed-In-Lieu of Foreclosure**

The first sentence in the first paragraph of Section 466(a) of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentence: "The Servicer is authorized to accept a deed-in-lieu of foreclosure." In addition, Section 466(b) of the RFC Servicer Guide shall be deemed deleted and replaced with the following paragraph:

**Details of the Servicers comparative loss analysis must be reported to Residential Funding Servicer Management in Los Angeles, in written/electronic format within one (1) Business Day of the acceptance of the executed Deed-in-Lieu.**

In addition, the first sentence of Section 466(c) of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentence:

**"The Servicer or its counsel must prepare any documents necessary to process the deed-in-lieu of foreclosure."**

**IX. Section 471 — Institution of Foreclosure**

The first sentence in the third paragraph of Section 471(h) of the RFC Servicer Guide shall be deemed deleted. In addition, the third sentence in the third paragraph of Section 471(h) of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentence:

**HFN need not contact Residential Funding's Investor Services in Los Angeles for approval of additional funds in excess of the allowable amount for judicial foreclosure referenced in the Expense Reimbursement Guidelines (RFC Form 2471). HFN will be required to support, with written documentation, any expenses that exceed RFC guidelines and understand that they will be held to the same expectations that are in effect for all other Servicers that service loans for the benefit of RFC and or its investors.**

**X. Section 473 — Offer of Payment During Foreclosure**

The second and third sentences of Section 473(b) of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentences:

**Prior to accepting such an offer from the Borrower, the Servicer must prepare a written agreement which permits the institution or continuation of foreclosure proceedings in the event of any default under the terms of that agreement. The Servicer's workout analysis must include the Servicer's justification for the suspension or dismissal of the foreclosure action, and specify the method by which the remaining delinquency will be cured.**

**XI. Section 474 — Foreclosure Sale Bidding Instructions**

The first sentence in the second paragraph of Section 474(a) of the RFC Servicer Guide shall be deemed deleted and replaced with the following language:

**For home mortgages that are not insured by a Mortgage Insurer, the Servicer may enter a bid on behalf of the record owner of the Loan equal to the lesser of no less than 85% of the fair market value of the property, or the total indebtedness, as allowable under State law.**

In addition, the first sentence in the third paragraph of Section 474(a) of the RFC Servicer Guide shall be deemed deleted and replaced with the following language:

**The fair market value must be supported by a Brokers Price Opinion (BPO), reviewed and agreed to (as to estimated value), by the Servicer and obtained no more than ninety (90) days prior to a scheduled foreclosure sale.**

**XII. Section 494 — Request for Loan Service Approval**

The second sentence and all bullet points in the first paragraph of Section 494 of the RFC Servicer Guide shall be deemed deleted and replaced with the following sentence:

**The Servicer must use a Request for Loan Service Approval to obtain Residential Funding's approval for the following actions:**

- Acceptance of a Loan (note) modification;
- Modification of a Security Instrument; and/or
- Any other action which requires Residential Funding's approval in accordance with the terms of this Servicer Guide.

**A. Section 495 — Document Release Transmittal**

The first sentence of Section 495 of the RFC Servicer Guide shall be deemed deleted.

**EXCEPTIONS to delegated authorities:** There are a number of RFC securitized loans that are subject to "special handling" investor requirements. RFC will provide to you, on a monthly basis, in MS Excel format, a list of those loans in Pools that have special handling. HFN –San Diego has been provided connectivity to Rules Viewer, a software application that identifies the specific special handling requirements that a loan is subject to. HFN – San Diego will be required to comply with the requirements indicated on Rules Viewer. Where investor approval is indicated HFN – San Diego will forward a file (put together with the information outlined in the RFC Servicer Guide for that particular situation) to the assigned RFC Asset Manager for submission of the file to the appropriate investor for investor approval.

**EXHIBIT B**

**To The Seller/Service Contract Dated**

**September 15, 1999**

**SUBSERVICING FEE, SET UP FEE, PRIMARY SERVICING FEE**

1. **Set Up Fees:** HFN shall be entitled to an initial fee (the "Set Up Fee") for the set up of each loan. Fees currently in existence for each Platform remain in effect until renegotiated.

\* Bulk transfers at break points of 250, 500, and 1000 loans shall be entitled to a negotiated "discounted set up fee"

2. **Subservicing Fees:** In addition to the Set Up Fee, HFN shall be entitled each month during the term of this Agreement, on flow business, to the following Subservicing Fees:

(A) **Jumbo & Expanded Criteria Loans:** Fees in existence for each Platform remain in effect until renegotiated.

(B) **B/C/D Loans:** Fees in existence for each Platform remain in effect until renegotiated.

**Phoenix Loans** Fees in existence for each Platform remain in effect until renegotiated.

**All Other Loans** Fees in existence for each Platform remain in effect until renegotiated.

3. **Primary Servicing Fees:**

(A) **Jumbo & Expanded Criteria Loans** Fees in existence for each Platform remain in effect until renegotiated.

(B) **B/C/D Loans:** Fees in existence for each Platform remain in effect until renegotiated.

**Phoenix Loans** Fees in existence for each Platform remain in effect until renegotiated.

**All Other Loans** Fees in existence for each Platform remain in effect until renegotiated.

3. **Special Servicing Set Up Fees:** On occasion Residential Funding will transfer loans to HFN from other Servicer(s) where the loan(s) is/are a non-performing loan. HFN shall provide default management services for

such mortgage loans, and provide management and disposition services for said loans, being compensated for said services as follows:

**Set Up Fees:** An initial fee (the "Set-Up Fee") of (Fees in existence for each Platform remain in effect until renegotiated) per loan, such fee to be paid on the first Distribution Date following the set-up of the loan.

**PRIMARY SERVICING FEES.** The primary Servicing fee shall be payable to Residential Funding monthly in arrears on the fifteenth (15<sup>th</sup>) day of each calendar month commencing on the first month after the month in which HFN commences subservicing of any Subject Loan. The Primary Servicing Fee for each month shall be calculated and payable only for Subject Loans with respect to which HFN received during the immediately preceding month: (i) the full principle and interest payment for that month; or (ii) the full past due principle and interest payment(s) for any prior month (s). The amount of the Primary Servicing fee payable each month shall be net of the amount of the subservicing fee payable that month. The net amount of the Primary Servicing Fee following such netting procedures shall be wire transferred to Residential Funding in accordance with the following wire transfer instructions: Bank One, National Association, Chicago, Illinois, ABA #071000013; further, credit to Residential Funding Corporation, Account No. 53-15476, Reference Net Primary Servicing Fees.

**REPORTING.** Prior to 5 p.m., Minnesota time, on the tenth (10<sup>th</sup>) Business day of each calendar month during the Subservicing Period, HFN shall have delivered the following to Residential Funding: (a) A cash collection report by HFN control number or Residential Funding Servicer number showing all collections, all accrued servicing fees and all full payoffs made during the immediately preceding month with respect to the Subject Loans then being subserviced by HFN, both on an aggregate basis and on a loan by loan basis ( in Residential Funding Loan number order) , in substantially the form of , and having the content shown on Exhibit B, attached hereto and made a part hereof; provided that the portion of this report that is in the loan by loan detail must be provided on magnetic tape or other medium and format that is expressly authorized by Residential Funding, and (b) A statement by HFN control number showing on an aggregate basis for the immediately preceding month the total subservicing Fee accrued under this agreement for that month the total Subservicing Fee and set up fees owed to HFN and all interest and other fees accrued under this agreement for that month, in substantially the form of , and having the content shown on Exhibit C, attached hereto and made a part hereof.

**EXHIBIT C**

**To The Seller/Service Contract Dated**  
**September 15, 1999**

**RESIDENTIAL FUNDING CORPORATION**  
**Month Ending:**

**Servicing Summary**

Gross Primary Servicing Fees Due RFC Control No. XXX

Totals from collections report:

XX,XXX.XX

Miscellaneous

XXX.XX

Gross Primary Servicing Fees Due RFC Control No. XXX

Totals from collections report:

XX,XXX.XX

Miscellaneous

XXX.XX

Gross Primary Servicing Fees Due RFC Control No. XXX

Totals from collections report:

XX,XXX.XX

Miscellaneous

XXX.XX

LESS: Subservicing Fee due HFN

Control No. XXX

\$XXX.XX

Control No. XXX

XXX.XX

Control No. XXX

XXX.XX

X,XXX.XX

NET SERVICE FEE DUE RFC

XX,XXX.XX

**EXHIBIT D**

**To The Seller/Service Contract Dated**  
**September 15, 1999**

**SERVICER COMPENSATION.**

- a) **Ancillary Income.** Anything in the Service Guide to the contrary notwithstanding, HFN shall not be entitled to retain any prepayment fees collected from the Borrowers with respect to the Subject Loans, But HFN shall be entitled to retain other ancillary fees, as allowed by law or contract, collected with respect to the Subject Loan (such assumption fees, modification fees, interest rate conversion fees, late fees, and returned check fees) as well as all interest earned on escrow accounts maintained with respect to the Subject Loans in excess of any interest required by the Servicing Document, contract or applicable law to be paid to the Borrowers for whom such escrow accounts are maintained.
- b) **Set up Fee.** On or before the fifteenth (15<sup>th</sup>) day of each month, Residential Funding shall pay to HFN, a setup fee as set forth in Exhibit B with respect to each Subject Loan for which the Effective Date of Subservicing occurred during the immediately preceding month.
- c) **Subservicing Fee.** The subservicing fees (collectively, the "subservicing fee") to be paid by Residential Funding to HFN and the terms of the Subservicing fee shall be as set forth on Exhibit B. As provided on Exhibit B, the Subservicing Fee shall be payable monthly in arrears on the fifteenth (15<sup>th</sup>) day of each calendar month commencing on the first (1<sup>st</sup>) month after the month in which HFN commences subservicing of any Subject Loan. Additional Loan product types may be added from time to time by amending and attaching Exhibit B, provided that each such amended Exhibit B is dated and executed by officers of HFN and Residential Funding. Each amended Exhibit B shall be effective as of the date of such amended Exhibit A.